

# Imaging Partners, LLC

*A partnership between Waterbury Hospital  
and Diagnostic Radiology Associates, L.L.C.*



May 20, 2005

Cristine Vogel, Commissioner  
Office of Health Care Access  
410 Capital Avenue, MS#13HCA  
P. O. Box 340308  
Hartford, Connecticut 06134-0308

RE: LOI/Waiver Form  
Imaging Partners, LLC  
Upgrade Existing CT to Multi-Slice CT

Dear Commissioner Vogel:

I have enclosed with this letter an original plus five copies of the Letter of Intent Application and all forms referenced therein in order to obtain approval to upgrade our existing CT to a multi-slice CT. We are also requesting a waiver of the CON process for the replacement equipment.

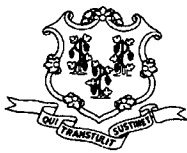
Should you have any questions regarding the above, please contact me at (203) 573-6298.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maryanne Volkringer', written over a circular stamp.

Maryanne Volkringer  
President

Enclosures – 1 original  
5 copies



## State of Connecticut Office of Health Care Access Letter of Intent/Waiver Form Form 2030

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

### SECTION I. APPLICANT INFORMATION

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

|  | Applicant One  | Applicant Two |
|--|--|---------------|
| Full legal name  | Imaging Partners, LLC  |               |
| Doing Business As  | Same   |               |
| Name of Parent Corporation   | The Waterbury Hospital and Diagnostic Radiology Associates, LLC                  |               |
| Mailing Address, if Post Office Box, include a street mailing address for Certified Mail | 134 Grandview Avenue, Ste 101<br>Waterbury, CT 06708                             |               |
| Applicant type<br>(e.g., profit/non-profit)  | Profit   |               |
| Contact person, including title or position  | Maryanne Volkringer, President   |               |
| Contact person's street mailing address  | c/o Greater Waterbury Health Network<br>64 Robbins Street<br>Waterbury, CT 06721 |               |
| Contact person's phone #, fax # and e-mail address                                       | 203-573-6298 – Tele<br>203-573-6161 – Fax<br>mvolkringer@wtbyhosp.chime.org      |               |

## SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

**RESPONSE: UPGRADE EXISTING CT TO MULTI-SLICE CT**

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b. Type of Proposal, please check all that apply:

☒ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> New (F, S, Fnc)       | <input checked="" type="checkbox"/> Replacement | <input type="checkbox"/> Additional (F, S, Fnc)      |
| <input type="checkbox"/> Expansion (F, S, Fnc) | <input type="checkbox"/> Relocation             | <input type="checkbox"/> Service Termination         |
| <input type="checkbox"/> Bed Addition          | <input type="checkbox"/> Bed Reduction          | <input type="checkbox"/> Change in Ownership/Control |

☒ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☐ Project expenditure/cost cost greater than \$ 1,000,000

☒ Equipment Acquisition greater than \$ 400,000

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> New                | <input checked="" type="checkbox"/> Replacement | <input type="checkbox"/> Major Medical |
| <input checked="" type="checkbox"/> Imaging | <input type="checkbox"/> Linear Accelerator     |  |

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

c. Location of proposal (Town including street address):

**RESPONSE: 134 Grandview Avenue, Suite 101  
Waterbury, CT 06708**

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d. List all the municipalities this project is intended to serve:

**RESPONSE: Greater Waterbury area including: Waterbury, Southbury, Wolcott, Middlebury, Cheshire, Prospect, Watertown, Woodbury, Thomaston, Bethlehem, Beacon Falls.**

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e. Estimated starting date for the project: October 1, 2005

f. Type of project: 20 (Fill in the appropriate number(s) from page 9 of this form)

**Number of Beds (to be completed if changes are proposed)**

| Type | Existing Staffed | Existing Licensed     | Proposed Increase (Decrease) | Proposed Total Licensed |
|------|------------------|-----------------------|------------------------------|-------------------------|
|      |                  | <b>Not Applicable</b> |                              |                         |
|      |                  |                       |                              |                         |

**SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION**

a. Estimated Total Capital Expenditure: \$ 1,325,000

b. Please provide the following breakdown as appropriate:

|                                       |                     |
|---------------------------------------|---------------------|
| Construction/Renovations              | \$ 50,000           |
| Medical Equipment (Purchase)          |                     |
| Imaging Equipment (Purchase)          | 1,325,000           |
| Non-Medical Equipment (Purchase)      |                     |
| Sales Tax                             | 82,500              |
| Delivery & Installation               | included            |
| <b>Total Capital Expenditure</b>      | <b>\$ 1,457,000</b> |
| Fair Market Value of Leased Equipment |                     |
| <b>Total Capital Cost</b>             | <b>\$ 1,457,000</b> |

**Major Medical and/or Imaging equipment acquisition: See Quote as Attachment I.**

| Equipment Type      | Name    | Model           | Number of Units | Cost per unit                    |
|---------------------|---------|-----------------|-----------------|----------------------------------|
| 32 Slice CT Scanner | Toshiba | Aquilion 32 CFX | 1               | \$ 1,325,000<br>(plus sales tax) |
|                     |         |                 |                 |                                  |

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

c. Type of financing or funding source (more than one can be checked):

- ☒ Applicant's Equity      ☐ Lease Financing      ☒ Conventional Loan  
☐ Charitable Contributions      ☐ CHEFA Financing      ☐ Grant Funding  
☐ Funded Depreciation      ☐ Other (specify): \_\_\_\_\_

#### **SECTION IV. PROJECT DESCRIPTION**

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

1. Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.
2. What types of services are being proposed and what DPH licensure categories will be sought, if applicable?
3. Who is the current population served and who is the target population to be served?
4. Identify any unmet need and how this project will fulfill that need.
5. Are there any similar existing service providers in the proposed geographic area?
6. What is the effect of this project on the health care delivery system in the State of Connecticut?
7. Who will be responsible for providing the service?
8. Who are the payers of this service?

**RESPONSE:** *See response on following two pages.*

#### SECTION IV. PROJECT DESCRIPTION

1. Currently what types of services are being provided?

**Imaging Partners, LLC, a joint venture between Waterbury Hospital and Diagnostic Imaging Associates, LLC, provides CT scanning services to the residents of Greater Waterbury. Neither the parent companies nor any of their affiliated companies offer multi-slice CT technology at this time. Recent volume at Imaging Partners is as follows:**

|               | <u>FY2005 (6 mo)</u> | <u>FY2004</u> | <u>FY2003</u> |
|---------------|----------------------|---------------|---------------|
| CT Procedures | 1316                 | 2498          | 2378          |

2. What types of services are being proposed and what DPH licensure categories will be sought, if applicable?

**Imaging Partners is seeking authorization to replace and upgrade its existing General Electric DX/I CT scanner with a Toshiba Aquilion 32 CFX. The existing scanner was purchased in 2001 for \$336,000. The project will provide Imaging Partners the ability to offer higher quality service and advanced procedures that today's CT scanner is incapable of providing.**

**The new multi-slice technology provides the ability to simultaneously produce multiple, thinner image slices in each fast rotation. As a result, image quality is drastically improved and advanced applications of CT are possible. Patients in need of imaging related to cardiology, pulmonary, gastroenterology, urology or vascular issues are among those that will benefit. (Additional benefits of the multi-slice technology are outlined in Question 4 below.)**

**Advanced procedures and techniques available with a 32-slice CT scanner include:**

- **CT angiography**
  - **Coronary arteriograms**
  - **Pulmonary arteriograms**
  - **Other**
- **Coronary artery calcium scoring**
- **Virtual colonoscopy**
- **3D imaging**
  - **better visualization and understanding of complex anatomy**
  - **useful in pre-operative planning**

**Department of Public Health licensure is not required.**

3. Who is the current population served and who is the target population to be served?

**The current population served is drawn from the primary service area identified in Section II. The target population is from the same area.**

4. Identify any unmet need and how this project will fulfill that need.

**Certain marketplace providers have recently upgraded to multi-slice CT resulting in a shift in the standard of care. An upgrade in CT technology is required in order to meet the expectations that referring physicians are demanding of the petitioner. The Toshiba Aquilion 32 CFX CT scanner's benefits include:**

- **Dynamic capability to achieve multiple, thinner slices via fast rotations resulting in**
  - **Less patient motion artifact**
  - **Improved image quality**
- **Improved access to advanced CT imaging procedures**
- **Enhanced ability to meet expected increase in outpatient imaging demand from the advanced cardiac program that will soon commence in Greater Waterbury**
- **Improved physician and patient satisfaction**

**Imaging Partners' benefits include:**

- **Board-certified radiologists with special training in musculoskeletal and neuro-imaging**
- **Easily accessible medical office location on the Waterbury Hospital campus**
- **Prompt reporting of results with digital images**
- **Free parking and transportation from most area towns**

5. Are there any similar existing service providers in the proposed geographic area?

**Other providers of CT Scanning services in the primary service area include Waterbury Hospital, Valley Imaging Partners, St. Mary's Hospital and Naugatuck Valley Radiological Associates. Housatonic Valley Radiology provides radiology services in Southbury, however, CT Scanning is not among their services.**

**As stated above, certain marketplace providers have recently upgraded to multi-slice CT. The community physicians that refer to Imaging Partners are demanding the same standard of care.**

6. What is the effect of this project on the health care delivery system in the State of Connecticut?

**The proposal will enhance the health care delivery system in the State of Connecticut as it will improve access to newer procedures, techniques and advanced diagnostic capabilities. For example, the multi-slice CT technology offers a lower risk alternative to patients who would otherwise receive invasive diagnostic angiograms. As the population in Waterbury ages and as demand for imaging continues to grow, efficiencies will be gained via shorter patient exam times and increased throughput.**

7. Who will be responsible for providing the service?

**Imaging Partners, LLC, will provide the service. Imaging Partners is a joint venture between The Waterbury Hospital (85%) and Diagnostic Radiology Associates, LLC (15%). Diagnostic Radiology Associates is the radiology practice utilized by The Waterbury Hospital for its professional radiology services. Imaging Partners rents office space within Diagnostic Radiology Associates medical office suite at 134 Grandview Avenue.**

8. Who are the payers of this service?

**The petitioner anticipates a payer mix similar to that of Imaging Partners today.**

|                          |            |
|--------------------------|------------|
| <b>Medicare</b>          | <b>29%</b> |
| <b>Medicaid/Self Pay</b> | <b>9%</b>  |
| <b>Commercial</b>        | <b>62%</b> |

**No patient will be denied service due to his or her inability to pay for the service.**

**If requesting a Waiver of a Certificate of Need, please complete Section V.**

**SECTION V. WAIVER OF CON FOR REPLACEMENT EQUIPMENT**

I may be eligible for a waiver from the Certificate of Need process because of the following:  
(Please check all that apply)

- ☒ This request is for Replacement Equipment.
  - ☒ The original equipment was authorized by the Commission/OHCA in Docket Number: **Certificate of Need Determination, Report 01-D, January 18, 2001**
  - ☒ The cost of the equipment is not to exceed \$2,000,000.
  - ☐ The cost of the replacement equipment does not exceed the original cost increased by 10% per year.

**RESPONSE:**

Please complete the attached affidavit for Section V only.

**RESPONSE: See attached affidavit.**



**AFFIDAVIT**

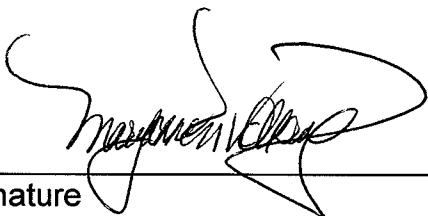
Applicant: Imaging Partners, LLC

Project Title: Upgrade Existing CT Scanner to Multi-slice CT

I, Maryanne Volkringer, President  
(Name) (Position – CEO or CFO)

of Imaging Partners, LLC being duly sworn, depose and state that the information provided in this CON Letter of Intent/Waiver Form (2030) is true and accurate to the best of my knowledge, and that Imaging Partners complies with the appropriate and (Facility Name)

applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

  
Signature

5/20/05  
Date

RECEIVED  
2005 MAY 24 PM 1:07  
CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

Subscribed and sworn to before me on May 20, 2005

  
Notary Public/Commissioner of Superior Court

My commission expires: August 31, 2009

Kelly L. Keating  
Notary Public  
State of Connecticut  
My Commission Expires  
August 31, 2009

## **Project Type Listing**

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

### **Inpatient**

1. Cardiac Services
2. Hospice
3. Maternity
4. Med/ Surg.
5. Pediatrics
6. Rehabilitation Services
7. Transplantation Programs
8. Trauma Centers
9. Behavioral Health (Psychiatric and Substance Abuse Services)
10. Other Inpatient

### **Outpatient**

11. Ambulatory Surgery Center
12. Birthing Centers
13. Oncology Services
14. Outpatient Rehabilitation Services
15. Paramedics Services
16. Primary Care Clinics
17. Urgent Care Units
18. Behavioral Health (Psychiatric and Substance Abuse Services)
19. MRI
20. CT Scanner
21. PET Scanner
22. Other Imaging Services
23. Lithotripsy
24. Mobile Services
25. Other Outpatient
26. Central Services Facility

### **Non-Clinical**

27. Facility Development
28. Non-Medical Equipment
29. Land and Building Acquisitions
30. Organizational Structure (Mergers, Acquisitions, Affiliations, and Changes in Ownership)
31. Renovations
32. Other Non-Clinical

## QUOTATION/ORDER ORDER SUMMARY

PRESENTED TO: (COMPLETE LEGAL NAME)

IMAGING PARTNERS  
40 GRANDVIEW AVE  
WATERBURY, CT. 06706

DATE: 5/20/2005  
DELIVER TO:

IMAGING PARTNERS  
40 GRANDVIEW AVE  
WATERBURY, CT. 06706

OMT NO: 317988  
QUOTE NO: 43908

### EQUIPMENT SUMMARY:

#AQ32/V

### AQUILION 32 FAST WHOLE BODY CT SCANNER

CT SCANNER AQUILION 32

CT ACCESSORY KIT - LONG COUCH 1800  
MM

CT PHANTOM

CONSOLE DESK

(5) MEDIA FOR DVD-RAM DRIVE (9.4 GB)

IMAGE MAKER KIT

VITREA SYSTEM SOFTWARE

WORKSTATION FOR VITREA SYSTEM

This quotation shall remain valid for 30 days (not to exceed 60 days) from date of submission.

All prices are F.O.B. Tustin, California.

Payment terms are: Cash - 10% down payment, 70% upon shipment, 20% net 30 days after shipment or upon availability for first use by purchaser, whichever comes first.

**Additional terms and conditions appear at the end of this quotation.**

**Please return signed quotation to: Toshiba America Medical Systems, 2441 Michelle Drive, Tustin, CA 92780.**

ACCEPTED AGREED AND ORDERED:

CUSTOMER REQUESTED DELIVERY DATE:

\_\_\_\_\_  
PURCHASER'S SIGNATURE/TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TOSHIBA REP/CONTACT

\_\_\_\_\_  
DISTRICT SALES MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## QUOTATION/ORDER ORDER SUMMARY

PRESENTED TO: (COMPLETE LEGAL NAME)

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40 GRANDVIEW AVE  
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DATE: 5/20/2005

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EQUIPMENT SUMMARY: (continued)

LCD MONITOR 20" FOR VITREA  
WORKSTATION

VITAL IMAGES PERIPHERAL VESSEL  
PROBE

- *Vessel Probe of Peripheral and Vascular*

VITREA COLON SOFTWARE

DICOM STORAGE SERVICE CLASS  
PROVIDER (SCP)

DICOM MODALITY WORKLIST  
MANAGEMENT (MWM) SERVICE CLASS  
USER (SCU) SYSTEM

DICOM QUERY/RETRIEVE SERVICE CLASS  
PROVIDER (SCP)

VOLTAGE REGULATOR 480 V

| PURCHASER |      |
|-----------|------|
| INITIALS  | DATE |

| TOSHIBA REP/ CONTACT |      |
|----------------------|------|
| INITIALS             | DATE |

## QUOTATION/ORDER ORDER DETAIL

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#AQ32/V

### AQUILION 32 CT SCANNER

Aquilion 32 is the most advanced 32-slice CT scanner available. It provides increased patient comfort and the most flexible choice of speed and accuracy in CT scanning. The Aquilion 32 builds on previous CT technology with its unique 64-row detector design, isotropic scanning, and patented image-reconstruction technology to offer greater diagnostic capabilities, enabling patients to avoid invasive medical procedures.

The speed and clinical accuracy of this technology offers significant benefits to patients – especially trauma, pediatric and critically ill patients – by enabling physicians to more clearly visualize internal injuries and disease with faster and easier studies. The ability to scan at 32x0.5 mm or 32x1 mm enhances cardiac capabilities as well as peripheral studies.

This whole-body CT scanner uses low-voltage slip-ring technology for the continuous rotation of the X-ray tube and multi-row detectors. A high-performance CPU, large color monitors, hybrid keyboard and refined Graphic User Interface (GUI) make the operation environment highly efficient.

#### COMPONENTS

- Large-aperture slip-ring gantry and extra-wide couch
- Ergonomic operator console
- High-frequency X-ray generator
- High-heat-capacity X-ray tube
- On-line help
- High-capacity hard disk
- Image data transfer link
- Patient positioning accessories
- Operator manuals and quality assurance phantoms

| PURCHASER |      |
|-----------|------|
| INITIALS  | DATE |

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**KEY FEATURES**

**Routine Fast Scanning:** Using slip-ring technology, Aquilion 32 is able to perform 0.5-second routine scans to meet the demands of dynamic and helical examinations, plus optional 0.4-second full rotation for routine cardiac and peripheral work and other applications.

**High Image Quality:** The Aquilion 32 features 896 channels in 64 rows of solid-state detectors; specialized, user-selectable, image-reconstruction algorithms; and a wide selection of slice thicknesses. The system provides outstanding, low-contrast resolution of 2 mm at 0.3% and high-contrast resolution of 0.35 mm.

**High-Power Generator:** Robust, high-voltage circuits generate 60 kW of power and 500 mA, providing support for the 7.5 MHU X-ray tube that makes possible helical scans up to 100 seconds and scans with metal-free scan range of up to 1,800 mm.

**Multiple kV Selections:** 80, 100, 120 and 135 kV.

**SURE<sup>®</sup>Technology:** Improve workflow with real-time imaging, which provides the ability to view a scan at 12 frames per second (512x512) allowing the operator to rapidly assess if additional images are needed.

- SURE<sup>®</sup>Exposure - Dose modulation based on scanogram (standard)
- SURE<sup>®</sup>Start - Real-time contrast detection 12 fps (standard)
- SURE<sup>®</sup>Scan - Real-time helical scan display (standard)
- SURE<sup>®</sup>Colon - Automatic colon segmentation (optional, by Vital Images)
- SURE<sup>®</sup>Fluoro - Real-time CT Fluoroscopy (optional)
- SURE<sup>®</sup>Perfusion - CT cerebral perfusion analysis (optional, by Vital Images)
- SURE<sup>®</sup>Cardio - Automated cardiac scan planning (optional)
- SURE<sup>®</sup>Pulmo - Lung cancer nodule detection and analysis (optional, by Vital Images)

| PURCHASER |      |
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**Easy Operation:** Perform easy operations using the 18-inch LCD monitor, mouse and hybrid keyboard. Scan automatically by programming procedures with eXam Plan and vocal instructions through VoiceLink™.

**Optimal Space Utilization:** The Aquilion 32 has only four components - gantry, couch, console and transformer - with an installation area of only 27 square meters.

### EQUIPMENT DESCRIPTION

#### Aquilion 32 Gantry

The Aquilion 32 gantry uses rotate-rotate design to provide accurate alignment between beam and detector for more precise image data.

A low-voltage slip ring assures reliable, continuous power transfer.

- Digital signal transmission from the gantry facilitated by innovative optical-coupling technology
- Generator is inside the gantry to conserve space

Other features include:

- Industry's largest aperture: 72 cm
- Five scan fields of view: 18, 24, 32, 40 and 50 cm
- Gantry controls on both sides
- Patient positioning lights
- Wide range of scan times provides greater flexibility for optimal image quality (0.4 optional, 0.5, 0.75, 1, 1.5, 2 and 3 seconds full rotation)
- Gantry tilt range of  $\pm 30$  degrees during axial
- Helical tilted scanning

| PURCHASER |      |
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### Couch

- 47 cm wide, metal-free couch top
- Horizontal stroke of 2,190 mm and a scanning range of 1,800 mm for tall patients
- Manual control of table increments from both the gantry and console or programmed by an exam protocol
- Couch top supports up to 450 lbs. while maintaining accuracy of  $\pm 0.25$  mm

### Console

- Consists of hybrid keyboards, mouse, monitors, CPU cabinet and reconstruction cabinet
- Controls the entire system, including power
- Image display
- Scanogram control
- Remote control of couch-top movement
- Gantry tilt control
- Window level and width adjustment
- Three preset windows can be stored in the eXam Plans
- Other mouse-operated, image-processing functions
- High line-rate, 18-inch LCD monitors
- Displays images in 512x512 or 1024x1024
- CT number display ranges from -1,536 to +8,191
- 32 programmable voice commands

### X-ray Tube

The Aquilion 32 is equipped with the MegaCool™ X-ray tube. This compact, high-performance tube was designed specifically to minimize tube-cooling delays in heavy patient-load conditions using 0.5 and 0.4-second (optional) scan times.

Other features include:

- Dual focal spots
- Anode capacity of 7.5 MHU
- Dissipation rate of 1,386 kHU per minute maximum

| PURCHASER |      |
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### Detectors

- Solid-state detector array
- Low-contrast resolution of 2 mm at 0.3%
- 1,800 views per second to produce high-resolution images

### Computer

- Two powerful console computers, one for scanning, one for display and reconstruction
- Capable of simultaneous scanning, retrieving, reconstruction, archiving and filming without interruption – true multi-tasking system

### Patient Management

- Enter individual patient information at the time of examination
- On-line patient appointment file

### Image Management

Aquilion 32 images can be stored on hard disk, DVD or transferred via gigabit ethernet connection using DICOM 3.0 standards.

### DICOM 3.0 (Storage SCU)

- Allows the CT scanner to export images onto a network
- Consists of software only and utilizes pre-existing Ethernet ports on the CT scanner to connect to a coax-Ethernet-based network running TCP-IP communication protocols
- The system can be set to automatically transfer images to the network after an exam is complete

### DICOM 3.0 (Print SCU)

- Allows the CT scanner to send image data that has been acquired and reconstructed to a film imager for printing via Ethernet in conformance with DICOM 3.0 standards

| PURCHASER |      |
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### Image Display

- Display in multiple formats ranging from 1 to 16
- Overlay an inset scanogram for quick reference marking
- Add, subtract, rotate or filter images
- Adjust window width and level non-linearly, accommodating up to six built-in curves and six user-defined curves

### Image Quality Enhancement

**Automatic, 2-Pass, Beam-Hardening Correction (BHC):** Compensates for the non-uniform, beam-hardening effect of bone for more accurate reconstruction.

**Raster Artifact Suppression Protocol (RASP):** Reduces artifacts caused by non-uniform attenuation such as in the shoulders and pelvis, and may be applied prospectively or retrospectively.

**Automatic Patient Motion Correction (APMC):** Reduces streak artifacts caused by movement of high-contrast interfaces such as air, contrast or metal during scanning. APMC is especially useful for scanning trauma, sedated, or uncooperative patients.

**Reconstruction Algorithms:** Grouped by anatomical application, more than 20 algorithms are provided for customized image reconstruction according to the diagnostic information needed or physician preference.

### Helical Scan & Functionality

**MultiView:** Built into protocol for fast multi-planar reconstruction in batch mode specifically for multislice data sets. Coronal, sagittal and axial are displayed in real-time for immediate viewing.

| PURCHASER |      |
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**3-D Imaging:** Provides excellent image quality with surface shaded-renderings and volume-rendered 3-D images. Provides zooming and panning over the 3-D surface and performs distance measurements. Other features include:

- 3-D surface display
- 3-D shaded volume display
- Maximum intensity projection (MIP)
- Minimum intensity projection
- Intensity volume rendering

### Quantitative Analysis

- Profile display of CT numbers along a selected line in the axial plane
- Distance measurement and display
- CT number display
- Histogram display
- Circulatory function analysis fits a curve to CT number changes over time for a selected region of interest (ROI)
- Functional images based on peak height, peak time, appearance time, area under curve, mean transit time, second moment and transit time
- ROIs can be rectangular, circular or irregular

### Image Manipulation

- Vari-area allows pre-selection of ROI for accurate display field of view (DFOV) using raw data for immediate viewing
- User-defined, post-processing filters for edge enhancement and smoothing

### Annotation

- Four lines of comments and arrow display
- 36 exam information fields that can be selectively masked or shown depending on site requirements

### eXam Plan Protocols

- 600+ eXam Plan protocols that can be adjusted while scanning
- Four preset reconstructions

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### Archiving

- Can be automated with each eXam Plan
- Raw data and image data can be protected to prevent deletion

### Filming

- Auto filming can be set as part of the eXam Plan
- Images are displayed in 512x512 or 1024x1024

### Innervision

Remote diagnostics proactively monitor the system to minimize downtime

### Image Maker Kit

- Comprehensive marketing and public relations program
- Designed to aid in successfully launching new imaging services and help customers market to referring physicians and patients
- Contains customizable advertising, PR and marketing communications templates and other tools available on CD or via the Internet

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### APPLICATION TRAINING

Each system includes two phases of training.

**Phase I:** Intensive training on the operation of the scanner

- Two weeks of on-site applications training (2x32 hours) at client facility
- Training for up to four technologists

**Phase II:** 32 hours of follow-up training

- On-site at client facility
- Approximately 8-10 weeks after Phase I training

### **Additional On-Site Training:**

- Available for \$1,000 per day, with a two-day minimum (trainer's expenses and travel time included)
- Held Monday through Friday only, with Monday mornings and Friday afternoons scheduled as travel time for trainers

Applications support is available by phone on the toll-free ASSIST line at 800-521-1968.

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### COMPONENT SUMMARY:

#CA-2800                      **AQUILION 32 LONG COUCH**  
TSX-101A/DD                **CT SCANNER AQUILION 32**  
CT-9027A                    **CT ACCESSORY KIT - LONG COUCH 1800 MM**

By Contour Fabricators

- Table pad, 1800 mm
- Foot-extension pad
- Protective table covers (box of four)
- Hinged, table-extender kit
- Wide and medium security strap sets
- Chin and forehead straps
- Adult headrest pads (medium and large)
- Tilt wedge
- Wrist security strap kit
- Knee support wedge
- Coronal head support

DCHIS-CT-PHANTM            **CT PHANTOM**

Measures image quality to ensure compliance to Toshiba standards for:

- High-contrast resolution
- Low-contrast resolution
- Slice thickness
- Noise
- Contrast scale

SK-03050-1                    **CONSOLE DESK**

Measures 65" x 36" x 30"

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E-52852-A1050  
(Qty 2)

### SOFT SEAT CHAIR

Gray, soft-seat, adjustable chair for use at the operator's console.

LM-HB94LU  
(Qty 5)

### MEDIA FOR DVD-RAM DRIVE (9.4 GB)

9.4 GB Removable Cartridge Media for DVD-RAM Drive.

- Type 4, Double-sided
- 3x Speed

L88C5EGRY-05M

### CABLE CATEGORY 5E/RJ45 5M

L88C5EGRY-35M

### CABLE CATEGORY 5E/RJ45 35M

TNULL9F9M-75  
(Qty 2)

### SERVICE MODEM CABLE

16R/4H

### FLOOR LEVELING EPOXY KIT

TIM

### IMAGE MAKER KIT

- Comprehensive marketing and public relations program
- Designed to aid in successfully launching new imaging services and help customers market to referring physicians and patients
- Contains customizable advertising, PR and marketing communications templates and other tools available on CD or via the Internet

#VITREA-PLATINM

### VITREA 2 SOFTWARE PLATINUM PACKAGE

Vitrea is a 2-D and 3-D workstation with real time navigation, designed for CT and MR. Includes Dual Intel® Xeon powered computer with the following specifications:

- Peripheral vessel probe
- Volume Rendering

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- Automated clinical protocols
- MIP display
- CTA & MRA display
- 2-D review
- 3-D review
- Multi-planar reformats (MPR)
- Oblique reformats
- Curved reformats
- Batch images display
- Cine movie loop
- Web ready
- CD burner
- Postscript printing
- DICOM query, retrieve and export
- Study viewer
- Tumor volume measurement (MR Head)
- Point and click region segmentation
- System administration manuals
- 1-year warranty
- Two, 2-day applications training sessions at Vital Images Headquarters Training Academy

VITREA-SW-3.7

VITREA SYSTEM SOFTWARE

WS-HPOC3

WORKSTATION FOR VITREA SYSTEM

L2035

LCD MONITOR 20" FOR VITREA WORKSTATION

20.1" TFT Active Matrix Flat Panel Color Monitor

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### VITREA-VESSEL

#### VITAL IMAGES PERIPHERAL VESSEL PROBE

- Vessel Probe of Peripheral and Vascular

A vascular analysis tool to visualize and analyze stenosis in contrast enhanced CT and MR studies.

- A highlighted view of the vessel in the 3-D viewer
- Curved, reformatted views and cross-sectional images of the vessel
- Point of interest identified on the centerline in the reformatted views
- Renals, Carotids, Peripheral, etc.

Diameter of the vessels must lie in the range of 0.5 - 18.0 mm

*Note: Must purchase CT Cardiac option for evaluation of coronary arteries.*

(see page 16)

### VITREA-COLON

#### VITREA COLON SOFTWARE

- For analyzing CT colon studies
- Includes advanced training at Vital Images Headquarters Training Academy

### COT-30D

#### DICOM STORAGE SERVICE CLASS PROVIDER (SCP)

- Exchanges DICOM 3.0 compliant image objects on a network
- Allows the system to perform functions requested by a Storage Class User (SCU) device

### COT-32D

#### DICOM MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM

Allows the CT system to receive patient demographic data from an HIS/RIS system in conformance with the DICOM 3.0 standard.

*Note: This option does not include a DICOM gateway for the HIS/RIS system*

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COT-34D

DICOM QUERY/RETRIEVE SERVICE CLASS PROVIDER (SCP)

- Allows a Storage Class User (SCU) to query the SCP device
- Enables user devices to retrieve patient, study, series and/or image information in conformance with the DICOM 3.0 standard

VRDU-TW/480

VOLTAGE REGULATOR 480 V

**TOTAL QUOTE PRICE**  
Applicable Sales Tax Additional

**\$1,200,000.00**

CT CARDIAC

.400ms scan time  
Cardiac software  
EKG gating package  
Cardiac probe

**\$125,000.00**

REVISED TOTAL

**\$1,325,000.00**

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### OPTIONS

CT-TRAINING-98

VIRTUAL COLONOSCOPY TRAINING

add \$6,364.00

This two-day minicourse is intended to provide a means to educate radiologists, gastroenterologists, and technologists in the current state of the art in virtual colonography. Instructed by Dr. Matthew Barish of Brigham and Women's Hospital, Dr. Martina Morrin of Beth Israel Deaconess Hospital, and Dr. Michael Zalis of Massachusetts General Hospital. Scheduled for May 16-17, 2005 at The Conference Center at Harvard Medical, Boston, MA.

Coursework includes:

- Didactic lectures
- Demonstrations and tutorials on state-of-the-art Vital Images workstations
- Review of cases from Harvard Medical School's pathology-proven database

The following expenses are included:

- Domestic round trip airfare to Boston
- Lodging for two - three nights
- Meals during training
- Tuition for course

*Prerequisite: Vitrea Colon Software*

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### ADDENDUM

VRDU INCLUDED FOR TOTAL POWER REGULATION.

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### PRODUCT WARRANTY AND SERVICES COVERAGE

#### SYSTEM WARRANTY TERMS

Toshiba America Medical Systems, Inc. (TAMS) warrants to Customer that the product(s) to be delivered hereunder will be free from defects in material, manufacturing workmanship, and title. Any product or part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure shall be warranted to the extent of the unexpired term of the warranty applicable to the repaired or replaced product or part.

The warranty period shall commence on the date the Product is delivered to Customer. However, if TAMS installs the product, the warranty period for such product shall commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which TAMS is not responsible, the warranty period for such product may, at TAMS' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

#### WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of TAMS, (3) absence of any product, component, or accessory recommended by TAMS but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than TAMS, (6) combining TAMS' product with any product furnished by others, (7) combining incompatible products of TAMS, (8) improper use of the product, improper maintenance of the product by a party other than TAMS, or failure to comply with any applicable instructions or recommendations of TAMS, or (9) acts of God, acts of civil or military authority, fires, floods, strikes or other labor disturbances, war, riot, or other causes beyond the reasonable control of TAMS.

TAMS does not warrant any products not manufactured by Toshiba such as, without limitation, monitors, cameras, computer equipment, etc. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Toshiba.

Warranty coverage also excludes consumables, including but not limited to cryogenics, cassettes, magazines, imaging screens, disks, cartridges, etc.

#### GLASSWARE WARRANTY

Glassware, including X-ray tubes and Image Intensifiers, are provided separate warranties. Glassware included with the purchase of a new system is governed by the glassware warranty, described below, not the system warranty.

Unless otherwise noted, all glassware carries a 48-month warranty (12 months non-prorated, 36 months prorated), with the exception of CT X-ray tubes, which carry the number of rotations shown below or 12 months, whichever comes first. (A rotation is any 360-degree or single rotation of the gantry with X-rays on.)

| Tube Type          | Warranty (in Rotations) |
|--------------------|-------------------------|
| CXB-150            | 50,000                  |
| CXB-200            | 100,000                 |
| CXB-350 (Helicool) | 150,000                 |
| CXB-400            | 150,000                 |
| CXB-650            | 150,000                 |
| CXB-750 (Megacool) | 200,000                 |

#### GLASSWARE PRORATION CALCULATION:

Credits for glassware that fails during the warranty periods stated above will be calculated as follows:

#### Tubes with Time-Based Warranty:

$$\text{Credit} = 1 - \frac{\text{Number of months used}}{48}$$

#### Tubes with Rotation Warranty:

$$\text{Credit} = 1 - \frac{\text{Number of Rotations Used}}{\text{Number of Rotations Warranted}}$$

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Credit will be applied to the purchase of the replacement X-ray tube or Image Intensifier. Complete glassware coverage during warranty period may be purchased from the local services organization.

### REMEDIES

If TAMS determines that any product fails to meet any warranty during the applicable warranty period, TAMS shall correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. TAMS shall have the option to furnish either new or remanufactured replacement parts or assemblies. During the warranty period, Toshiba will furnish free of charge any upgrades, including software required to correct any defect in the warranted products or as required under applicable laws.

### WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during TAMS' normal business hours, Monday through Friday, excluding holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

The remedies set forth herein are conditional upon Customer promptly notifying TAMS within the applicable warranty period of any defect or nonconformance and making the product available for correction.

### DISCLAIMERS AND LIMITATIONS ON LIABILITY

TAMS' obligation to repair or replace defective parts will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In no event shall TAMS be liable for special, incidental or consequential damages. Toshiba does not warrant that the operation of the warranted products will be uninterrupted.

### WARRANTIES BY PRODUCT LINE

|                                    | COMPUTERIZED<br>TOMOGRAPHY   | MAGNETIC<br>RESONANCE | NUCLEAR<br>MEDICINE  | PACS SYSTEMS | ULTRASOUND                                 | X-RAY VASCULAR  | X-RAY<br>R/F &<br>RAD                                       |
|------------------------------------|--|-----------------------|--|--------------|--|---|---|
| SYSTEMS AND<br>MAJOR<br>COMPONENTS | 12 Months  | 12 Months             | 12 Months  | 12 Months    | 12 Months                                  | 12 Months   | 12 Months   |
| ACCESSORY<br>OPTIONS               | 6 Months   | 6 Months              | 6 Months   | 6 Months     | 6 Months                                   | 6 Months  | 6 Months  |
| REPLACEMENT<br>& OPTIONAL<br>PARTS | 90 Days  | 90 Days               | 90 Days  | 90 Days      | 90 Days                                    | 90 Days   | 90 Days   |
| UPGRADE<br>COMPONENTS              | 90 Days  | 90 Days               | 90 Days  | N/A          | 12 Months                                  | 6 Months  | 6 Months  |
| MISC.<br>WARRANTY<br>ITEMS         | Detectors:<br>Xenon<br>36-month warranty<br>Solid State<br>12-month warranty | N/A                   | Crystals:<br>5-year warranty<br>E.CAM Crystals:<br>3-year warranty | N/A          | Probes and Transducers:<br>1-year warranty | MTV-500 CCD Camera<br>Head Only: 60-month<br>warranty | MTV-300<br>CCD Camera<br>Head Only:<br>60-month<br>warranty |

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### TERMS AND CONDITIONS OF SALE

1. **GENERAL TERMS.** Unless otherwise specified on the face of this document, this Quotation/Order ("Agreement") will remain valid only if accepted by Customer no later than 60 days from date of submission to Customer.

2. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Toshiba is to provide installation, upon Toshiba's completion of installation, or (b) if Toshiba will not provide installation, upon delivery by Toshiba to a common carrier at Toshiba's facility from which the Equipment is shipped.

3. **TERMS OF PAYMENT.** Unless otherwise specified on the face of this document, prices stated are F.O.B. Tustin, CA. or other facilities of Toshiba in the U.S.A. from which the Equipment may be shipped, freight prepaid and charged. All taxes which are payable by Toshiba in connection with the sale, use, or possession of the Equipment (excluding income taxes), and transportation charges (including rigging) for shipment to installation site will be paid by Customer in addition to the quoted price. Terms of payment for, C.T., M.R.I and X-Ray will be cash-10% upon execution of this Agreement, 70% upon delivery, balance due upon completion of installation and/or availability for first use, whichever is earlier. Terms of payment for Ultrasound and Nuclear will be cash-10% upon execution of this Agreement, 90% NET upon completion of installation and/or availability for first use, whichever is earlier. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

4. **DELAYS.** If Customer changes the scheduled delivery date specified on the face of this document ("Scheduled Delivery Date") during the period of 120 days preceding such date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Toshiba as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Toshiba's site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Toshiba, the price set forth in this Agreement may be increased by Toshiba to a level equal to the prevailing price in effect at the time of the revised

delivery date.

5. **ACCEPTANCE BY TOSHIBA.** This Quotation/Order will not be binding on Toshiba even if signed by a Toshiba employee, until Customer's order for the Equipment is booked by Toshiba's Headquarter office.

6. **EQUIPMENT INSTALLATION.** Toshiba will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Toshiba. Customer will provide space at the installation site for the safe storage of Toshiba's tools, test equipment and other materials used for installation at no charge to Toshiba. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. The Equipment may contain certain components, which may have been re-manufactured. However, such components will meet the manufacturer's specifications for new components as of the date of completion of installation.

7. **EQUIPMENT OPERATION AND INDEMNITY.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Toshiba's written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended. Customer agrees to defend, indemnify and hold Toshiba and Toshiba's officers, directors and employees harmless from and against all claims, demands, lawsuits, liabilities, judgments and costs (including reasonable attorney's fees, expert fees, and other litigation costs) arising out of or in connection with the Customer's negligent operation of the Equipment.

8. **LIMITED WARRANTY AND REMEDY.** For the warranty period described below by product, Toshiba, as its only obligation, will replace or repair, without charge to Customer during Toshiba's normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Toshiba within the

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warranty period. Toshiba's warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Toshiba does not warrant that the operation of the Equipment will be uninterrupted. Components not manufactured by Toshiba, including but not limited to X-Ray tubes, monitors, glassware, VTRS, cameras, computer equipment, and software will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Toshiba. During the warranty period, Toshiba will furnish free of charge any upgrades, including software required to correct any defect in the Equipment or as required under applicable laws. All defective parts replaced by Toshiba will become the property of Toshiba. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. TOSHIBA'S OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Section will not apply to, and Toshiba will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Toshiba.

9. **LIMITATION OF LIABILITY.** TOSHIBA WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF TOSHIBA IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT WILL TOSHIBA'S LIABILITY TO CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO TOSHIBA UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS, OR TO CLAIMS FOR PATENT INFRINGEMENT.

10. **SECURITY INTEREST.** Toshiba hereby reserves and Customer grants to Toshiba a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received.

11. **REMOVAL OF EQUIPMENT.** Until Toshiba has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

12. **REMEDIES OF TOSHIBA.** If Customer fails to make any payment when due under this Agreement or under any other agreement between Customer and Toshiba, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired or unsatisfactory in Toshiba's judgment, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Toshiba may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Toshiba's discretion, until security satisfactory to Toshiba is given by Customer. Any costs incurred by Toshiba as a result of suspending performance or repossession or collection will be payable by Customer. Toshiba may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Toshiba may exercise any other rights available to it by law.

13. **EXCUSED PERFORMANCES.** Neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, unavailability of materials and labor, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

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14. **SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Toshiba. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Toshiba's prior written consent. Upon Toshiba's request, Customer will execute an End-User Software License Contract, in a form to be mutually agreed between the parties.

15. **CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Toshiba's prior written consent. In the event of such cancellation, Toshiba will be entitled to recover any and all damages suffered by it caused by the cancellation as allowed by law, but in no event less than an amount equal to twenty percent (20%) of the purchase price for a restocking charge.

16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

|           |      |
|-----------|------|
| PURCHASER |      |
| INITIALS  | DATE |

|                      |      |
|----------------------|------|
| TOSHIBA REP/ CONTACT |      |
| INITIALS             | DATE |